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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ROCKPORT COLONY CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS RECORDED AT OR 1244, PAGE 860 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO

DATED: 11-8-2022

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: *Beverly Coble*
Beverly Coble

DOC # 56778991



KRISTEN M. SCHLISE CPT. CPE

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROCKPORT COLONY CONDOMINIUMS**

RECITALS

- A. The Declaration of Condominium Ownership for Rockport Colony Condominiums (the "Declaration") and the Bylaws of Rockport Colony Condominium Owners Association, Inc., Exhibit D of the Declaration (the "Bylaws"), were recorded at Summit County Records OR 1244, Page 860 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Rockport Colony Condominiums and the Bylaws of Rockport Colony Condominium Owners Association, are amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVIII, SECTION E.** Said new addition, to be added to the Declaration, as recorded at the Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 55195783, is as follows:

The Board will impose the following enforcement procedure:

- A. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:



- (a) A description of the property damage or violation;
 - (b) The amount of the proposed charge or assessment;
 - (c) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (d) A statement setting forth the procedures to request a hearing;
 - (e) A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
- B. Hearing Requirements:
- (a) To request a hearing, the Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (b) If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing.
 - (c) The Board will not levy a charge or assessment before holding a properly requested hearing.
- C. The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
- D. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Owner.
- E. The Association will deliver any written notice required above to the Owner or any occupant of the Unit by personal delivery,



by electronic mail, by certified mail, return receipt requested,
or by regular mail.

(2) MODIFY THE 1st SENTENCE of DECLARATION ARTICLE XIV, SECTION F. Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows: (new language is underlined)

The continuing lien provided for in Article XIV-E shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the President or other officer of the Association pursuant to the authority given the officer of the Board of Directors of the Association.

(3) MODIFY THE 1st SENTENCE of DECLARATION ARTICLE XIV, SECTION E. Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Unit of the owner thereof and its percentage of interest in the Common Elements, for the payment of the portion of the Common Expenses chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President, designated representative, or other authorized officer of the Association, is filed with the Recorder of Summit County, Ohio, pursuant to the authorization given by the Board of Directors of the Association.

(4) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;



(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules and regulations against an Owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(5) **MODIFY BYLAWS ARTICLE II, SECTION 1.** Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 54035054 is as follows: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualifications. The number of Board members shall be increased to five (5). Three (3) Board positions shall be up for election in 1997 and two (2) Board positions shall be elected in 1998. Board members shall serve a two (2) year term. Therefore a five (5) member Board with two (2) near terms shall be elected and this 3-2 rotation shall continue nearly thereafter. The Trustees of Rockport Colony Condominium unit owners Association, Inc. shall be and shall be known and designated as the Directors and shall collectively comprise the Board of Directors of the Association. The Board of Directors shall consist of five (5) persons except as otherwise provided in these By-Laws, all of whom must be Owners ~~for persons who could be heirs-at-law of owners under the Ohio statutes of descent and distribution~~ or the spouse of an Owner and occupiers of a Unit, except as provided otherwise in these By-laws. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner. The majority of the Board will not consist of Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Owners or representatives from the same Unit.



(6) INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6. Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 55195783, is as follows:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors; those written consents will be filed with the Board meeting minutes.

(7) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE IX. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

Notwithstanding the above, without an Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

- A. To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
- B. To meet the requirements of insurance underwriters;
- C. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
- E. To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;
- F. To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or



- G. To permit notices to Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Owner.

Any Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) MODIFY BYLAWS ARTICLE II, SECTION 2(h)(2). Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 55195783, is as follows: (deleted language is crossed out; new language is underlined)

- (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(9) INSERT A NEW DECLARATION ARTICLE XXI, SECTION O entitled "Notices to Unit Owners." Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

- O. Notices to Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

1. The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or

other transmission technology will receive notices by either regular mail or hand delivered.

2. An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either regular mail or hand delivered.

(10) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacements in an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(11) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11. Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;

- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

- (1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.
- (2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.
- (3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.
- (4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.
- (5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.



The Rockport Colony Condominium Owners Association, Inc. has caused the execution of this instrument this 22nd day of OCTOBER, 2022.

ROCKPORT COLONY CONDOMINIUM OWNERS ASSOCIATION, INC.

By: 
ROBERT HART JR., President

By: 
ROBERT ZIELSKE, Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Rockport Colony Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 22nd day of October, 2022.


NOTARY PUBLIC

✓ This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Place notary stamp/seal here:



SARENAL BAER
Notary Public, State of Ohio
My Comm. Expires June 17, 2023

